

SETTLEMENT AGREEMENT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, ALLISON DAVIS (hereinafter referred to as "Releasor"), for and in consideration of the sum of TWENTY FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$25,000.00) in cash, which is paid on this day, by TRAVELERS INSURANCE COMPANY, on behalf of NEW HANOVER COUNTY DEPARTMENT OF SOCIAL SERVICES AND NEW HANOVER COUNTY, the receipt and sufficiency of which is hereby acknowledged, do hereby release and discharge and by these presents do for myself, and for my heirs, executors, administrators and assigns, release, acquit and forever discharge the NEW HANOVER COUNTY DEPARTMENT OF SOCIAL SERVICES AND NEW HANOVER COUNTY, and their employees, agents, insurers, representatives and assigns, and each of them respectively (hereinafter referred to individually and severally as "Releasees"), from any and all liability now accrued or hereafter to accrue on account of any and all claims, demands, and causes of action which the undersigned now has against the aforesaid Releasees, whether known or unknown, asserted or unasserted, and any and all claims for compensation or benefits, damages, attorneys fees or other sums allegedly due thereunder and, by virtue of these presents, do hereby fully release and forever discharge each of them from any and all actions and causes of action, including, but not limited to, claims, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, variances, trespasses, damages, judgments, executions, medical/hospital expenses, demands, costs, loss of services, loss of earnings and earning potential, loss of consortium, expenses, attorneys' fees, compensation and all consequential damages, damages for emotional distress, or punitive damages for any claims/damages including, but not limited to, those resulting or arising out of my employment with the New Hanover County Department of Social Services and my termination from that employment on or about January 8, 2018 in New Hanover County, North Carolina, and those claims which are the subject of the action previously pending in the North Carolina Office of Administrative Hearings, bearing File No. 18 OSP 00972.

REPRESENTATIONS

And for consideration aforesaid, ALLISON DAVIS by executing this General Release and Hold Harmless Agreement does hereby represent, covenant and agree as follows:

1. **CONSIDERATION:** That I hereby expressly state that the consideration referred to above is in full payment for this Settlement Agreement and Release. There is no understanding or agreement of any kind for any further or future consideration whatsoever, either implied and/or expected.
2. **VOLUNTARY EXECUTION:** That I have not been influenced or coerced in any manner or to any extent to execute this Settlement Agreement and Release by any representations or statements of the Releasees regarding any matters, and I have voluntarily executed same.

3. **ADVICE OF COUNSEL:** That I have had the benefit and advice of counsel of my own attorney; and that I fully understand the terms of this Settlement and Release; and that I have been advised by my attorney that I am making **full and final** settlement of all claims of every nature and character against the persons, entities, agents or estates hereby released.

4. **FINAL SETTLEMENT:** That I do voluntarily accept the aforesaid sums for the purpose of making a **full and final** compromise, adjustment and settlement of all of our claims against the parties, entities, agents or estates hereby released, past or present, and including any and all claims upon me, by my beneficiaries, spouse, dependents, heirs, children, estate and legal representatives, and all other persons.

5. **FULL UNDERSTANDING:** I hereby declare that I am eighteen (18) years of age or over and that I suffer from no legal disabilities or mental/physical disabilities which would disable me from executing this Settlement Agreement and Release. I further state that I have not taken any drug or medication prior to the execution of this Release which would prevent me from understanding the terms herein.

6. **CAREFUL READING:** I have carefully read the foregoing Settlement Agreement and Release and know and understand the contents thereof and I execute the same as my own free act. This Settlement Agreement and Release has been fully explained to me by my attorney.

7. **DISMISSAL WITH PREJUDICE:** I have caused my claims in the action hereinabove referred against Releasees to be dismissed with prejudice by proper order of Court, each party to bear their own costs and attorney's fees, and same is intended to be dismissed with prejudice by me, as Petitioner, which will prohibit the undersigned or my assigns, or successors in interest, or any other person or entity from ever holding the Releasees liable or responsible.

8. **ORIGINALS:** This Settlement Agreement and Release may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.

9. **NO ADMISSION OF LIABILITY:** I understand that this settlement is a compromise of a doubtful and disputed claim, and that payment is not to be construed as an admission of liability on the part of the persons, firms, organizations, entities and corporations hereby released, by whom liability is expressly denied.

This Settlement Agreement and Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Settlement Agreement and Release are contractual and not a mere recital.

WITNESS MY HAND AND SEAL this the ^{June}~~27~~ day of ~~May~~, 2018.

Allison Davis (SEAL)
ALLISON DAVIS

SIGNED, SEALED AND DELIVERED in the presence of:

Bette Telford
WITNESS

1904 Eastwood Rd Ste 310-A, Wilmington, NC 28403
ADDRESS

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, in the State and County aforesaid, ALLISON DAVIS to me well known to be the person described in and who executed the foregoing SETTLEMENT AGREEMENT AND RELEASE, and she acknowledged before me and the witness whose signature appears hereinabove that she read and fully understands its contents; that by this instrument ALLISON DAVIS thereby releases all claims against the Releasees (as set forth hereinabove) and thereupon the said ALLISON DAVIS duly executed this instrument in my presence as her free act and deed, and for the sole consideration therein expressed.

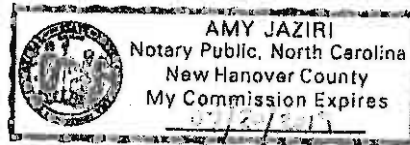
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at New Hanover County, North Carolina on this 33 day of May, 2018.



NOTARY PUBLIC

My Commission expires:

07/20/2019



SETTLEMENT AGREEMENT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, ELLA DEEVER (hereinafter referred to as "Releasor"), for and in consideration of the sum of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000) in cash, which is paid on this day, by TRAVELERS INSURANCE COMPANY, on behalf of NEW HANOVER COUNTY DEPARTMENT OF SOCIAL SERVICES AND NEW HANOVER COUNTY, the receipt and sufficiency of which is hereby acknowledged, do hereby release and discharge and by these presents do for myself, and for my heirs, executors, administrators and assigns, release, acquit and forever discharge the NEW HANOVER COUNTY DEPARTMENT OF SOCIAL SERVICES AND NEW HANOVER COUNTY, and their employees, agents, insurers, representatives and assigns, and each of them respectively (hereinafter referred to individually and severally as "Releasees"), from any and all liability now accrued or hereafter to accrue on account of any and all claims, demands, and causes of action which the undersigned now has against the aforesaid Releasees, whether known or unknown, asserted or unasserted, and any and all claims for compensation or benefits, damages, attorneys' fees or other sums allegedly due thereunder and, by virtue of these presents, do hereby fully release and forever discharge each of them from any and all actions and causes of action, including, but not limited to, claims, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, variances, trespasses, damages, judgments, executions, medical/hospital expenses, demands, costs, loss of services, loss of earnings and earning potential, loss of consortium, expenses, attorneys' fees, compensation and all consequential damages, damages for emotional distress, or punitive damages for any claims/damages including, but not limited to, those resulting or arising out of my employment with the New Hanover County Department of Social Services and my termination from that employment on or about October 24, 2017 in New Hanover County, North Carolina, and those claims which are the subject of the action previously pending in the North Carolina Office of Administrative Hearings, bearing File No. 17 OSP 0895.

REPRESENTATIONS

And for consideration aforesaid, ELLA DEEVER by executing this General Release and Hold Harmless Agreement does hereby represent, covenant and agree as follows:

1. **CONSIDERATION:** That I hereby expressly state that the consideration referred to above is in full payment for this Settlement Agreement and Release. There is no understanding or agreement of any kind for any further or future consideration whatsoever, either implied and/or expected.
2. **NO REAPPLICATION:** That I agree not to seek any future employment by New Hanover County, whether with any New Hanover County department or agency, the New Hanover County Register of Deeds, or the Office of the Sheriff of New Hanover County.

3. **VOLUNTARY EXECUTION:** That I have not been influenced or coerced in any manner or to any extent to execute this Settlement Agreement and Release by any representations or statements of the Releasees regarding any matters, and I have voluntarily executed same.

4. **ADVICE OF COUNSEL:** That I have had the benefit and advice of counsel of my own attorney; and that I fully understand the terms of this Settlement and Release; and that I have been advised by my attorney that I am making **full and final** settlement of all claims of every nature and character against the persons, entities, agents or estates hereby released.

5. **FINAL SETTLEMENT:** That I do voluntarily accept the aforesaid sums for the purpose of making a **full and final** compromise, adjustment and settlement of all of our claims against the parties, entities, agents or estates hereby released, past or present, and including any and all claims upon me, by my beneficiaries, spouse, dependents, heirs, children, estate and legal representatives, and all other persons. I further agree to waive the 21 day waiting period for execution required under the ADEA. I make this election knowingly and voluntarily and understands that no terms of this agreement are contingent on this waiver.

6. **FULL UNDERSTANDING:** I hereby declare that I am eighteen (18) years of age or over and that I suffer from no legal disabilities or mental/physical disabilities which would disable me from executing this Settlement Agreement and Release. I further state that I have not taken any drug or medication prior to the execution of this Release which would prevent me from understanding the terms herein.

7. **CAREFUL READING:** I have carefully read the foregoing Settlement Agreement and Release and know and understand the contents thereof and I execute the same as my own free act. This Settlement Agreement and Release has been fully explained to me by my attorney.

8. **DISMISSAL WITH PREJUDICE:** I have caused my claims in the action hereinabove referred against Releasees to be dismissed with prejudice by proper order of Court, each party to bear their own costs and attorney's fees, and same is intended to be dismissed with prejudice by me, as Petitioner, which will prohibit the undersigned or my assigns, or successors in interest, or any other person or entity from ever holding the Releasees liable or responsible.


9. **ORIGINALS:** This Settlement Agreement and Release may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.

10. **NO ADMISSION OF LIABILITY:** I understand that this settlement is a compromise of a doubtful and disputed claim, and that payment is not to be construed as an admission of liability on the part of the persons, firms, organizations, entities and corporations hereby released, by whom liability is expressly denied.

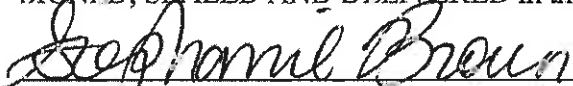
11. **SATISFACTION OF ATTORNEYS' FEE AWARD:** That the sums paid in consideration for this agreement, as referenced hereinabove, include and are in full satisfaction of the Court's order awarding attorney's fees, entered August 6, 2018 in Case Number 17OSP08095.

This Settlement Agreement and Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Settlement Agreement and Release are contractual and not a mere recital.

WITNESS MY HAND AND SEAL this the 14 day of August, 2018.


_____(SEAL)
ELIA DEAVER

SIGNED, SEALED AND DELIVERED in the presence of:



WITNESS

1904 Eastwood Rd, Ste 310A, Wilmington, NC 28403
ADDRESS

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, in the State and County aforesaid, ELLA DEEVER to me well known to be the person described in and who executed the foregoing SETTLEMENT AGREEMENT AND RELEASE, and she acknowledged before me and the witness whose signature appears hereinabove that she read and fully understands its contents; that by this instrument ELLA DEEVER thereby releases all claims against the Releasees (as set forth hereinabove) and thereupon the said ELLA DEEVER duly executed this instrument in my presence as her free act and deed, and for the sole consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at New Hanover County, North Carolina on this 14 day of August, 2018.



NOTARY PUBLIC

My Commission expires:

07/30/2019



SETTLEMENT AGREEMENT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, **MICHAEL DILWORTH** (hereinafter referred to as "Releasor"), for and in consideration of the sum of THIRTY FIVE THOUSAND DOLLARS NO/100 DOLLARS (\$35,000.00) in cash, which is paid on this day, by Travelers Insurance Company on behalf of the Office of the New Hanover County Sheriff, the receipt and sufficiency of which is hereby acknowledged, do hereby release and discharge and by these presents do for myself, my heirs, executors, administrators, and assigns, release, acquit and forever discharge L. CHRIS ROBINSON, ROBERT JOHNSON, BENJAMIN COOKSON, MARTIN ADAMS, ANGUS GRANT TROTT, ALTON R. FALES, JR., SHERIFF ED McMAHON, NEW HANOVER COUNTY and their employees, officers, agents, heirs, executors, administrators, legal representatives, insurers, successors and assigns, and each of them respectively (hereinafter referred to individually and severally as "Releasees"), from any and all liability now accrued or hereafter to accrue on account of any and all claims, demands, and causes of action presently existing, whether known or unknown, asserted or unasserted, which the undersigned now has or may hereafter have against the aforesaid Releasees, and any and all claims for compensation or benefits, damages, attorney's fees or other sums allegedly due thereunder and, by virtue of these presents, do hereby fully release and forever discharge each of them from any and all actions and causes of action, including, but not limited to, claims, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, variances, trespasses, damages, judgments, executions, medical/hospital expenses, demands, costs, loss of services, loss of earnings and earning potential, loss of consortium, expenses, attorneys' fees, compensation and all consequential damages, damages for emotional distress, or punitive damages, for any and all claims arising out of his incarceration at the New Hanover County Detention Center including, but not limited to, those claims raised in the case currently pending in the United States District Court for the Eastern District of North Carolina, Western Division, bearing File No. 5:13-CT-3291-D.

REPRESENTATIONS

And for consideration aforesaid, **MICHAEL DILWORTH** by executing this General Release and Hold Harmless Agreement do hereby represent, covenant and agree as follows:


1. **CONSIDERATION:** That I hereby expressly state that the consideration referred to above is in full payment for this General Release. There is no understanding or agreement of any kind for any further or future consideration whatsoever, either implied and/or expected.
2. **VOLUNTARY EXECUTION:** That I have not been influenced or coerced in any manner or to any extent to execute this General Release by any representations or statements of the Releasees regarding any matters, and I have voluntarily executed same.

3. **ADVICE OF COUNSEL:** That I have had the opportunity to retain counsel to represent me; and that I fully understand the terms of this General Release; and that I am making **full and final** settlement of all claims of every nature and character against the persons, entities, agents or estates hereby released.
4. **FINAL SETTLEMENT:** That I do voluntarily accept the aforesaid sums for the purpose of making a **full and final** compromise, adjustment and settlement of all my claims against the parties or entities hereby released, past, present and future, and including any and all claims upon my death, by my beneficiaries, spouse, dependents, heirs, children, estate and legal representatives, and all other persons, and that I further acknowledge my understanding that, upon the execution of this document, I discharge any and all claims on my behalf.
5. **FULL UNDERSTANDING:** I hereby declare that I am eighteen (18) years of age or over and that I suffer from no legal disabilities or mental/physical disabilities which would disable me from executing this General Release. I further state that I have not taken any drug or medication prior to the execution of this Release which would prevent me from understanding the terms herein.
6. **CAREFUL READING:** I have carefully read the foregoing General Release and know and understand the contents thereof and I execute the same as my own free act. This General Release has been fully explained to me by my attorney.
7. **SPECIFIC REPRESENTATION AS TO LIENS:** I represent and declare that there are not any undisclosed outstanding liens, claims subrogation/trust agreement, recorded or unrecorded, or medical/hospital/workers compensation/social security/government claims or liens (county, state, or federal) or other related bills or invoices as a result of this incident for which the Releasees are or could be responsible/liable therefore, and further represent that any lien/claim has been previously paid and/or satisfied, or I (the undersigned) represent that all amounts owed to lienholders from the sums paid hereunder will be paid to said lienholders from the settlement proceeds. I agree to indemnify and hold harmless the Releasees for the payment of said liens, and specifically agree to pay attorney's fees and costs of the Releasees for the defense of any action whatsoever against the Releasees by any medical provider or other person(s) or entities concerning any outstanding or future bills, medical or otherwise, arising from the above referenced lawsuit.
8. **DISMISSAL WITH PREJUDICE:** They have caused their claims in the action hereinabove referred against Releasees to be dismissed with prejudice by proper order of Court, each party to bear their own costs and attorney's fees, and same is intended to be dismissed with prejudice by Plaintiff, which will prohibit the undersigned or our assigns, or successors in interest, or any other person or entity from ever holding the Releasees liable or responsible.
9. **ORIGINALS:** This General Release may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.

10. **NO ADMISSION OF LIABILITY:** I understand that this settlement is a compromise of a doubtful and disputed claim, and that payment is not to be construed as an admission of liability or fault on the part of the persons, firms, organizations, or entities hereby released, by whom liability is expressly denied.

This General Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this General Release are contractual and not a mere recital.

WITNESS MY HAND AND SEAL this the 31ST day of March, 2017.


_____(SEAL)
MICHAEL DILWORTH

SIGNED, SEALED AND DELIVERED in the presence of:



WITNESS

Scott C. Hunt 416 Balcon St. New Bern NC
ADDRESS

STATE OF NORTH CAROLINA

COUNTY OF Wake

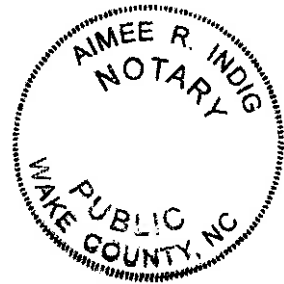
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, in the State and County aforesaid, **MICHAEL DILWORTH** to me well known to be the person described in and who executed the foregoing GENERAL RELEASE, and he acknowledged before me and the witness whose signature appears hereinabove that he read and fully understands its contents; that by this instrument **MICHAEL DILWORTH** thereby releases all claims against the Releasees and has agreed to hold harmless and indemnify said Releasees (as set forth hereinabove) and thereupon the said **MICHAEL DILWORTH** duly executed this instrument in my presence as his free act and deed, and for the sole consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Wake County, NC on this 31 day of March, 2017.


NOTARY PUBLIC

My Commission expires:

9/27/2017



FILED IN OPEN COURT
ON 3-31-17 BRL
Peter H. Moore, Jr. Clerk
US District Court
Eastern District of NC

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
FILE NO. 5:13 CT 3291-D

MICHAEL ANTHONY DILWORTH,
Plaintiff

vs.

Captain Adams., et al,

Defendants

STIPULATION OF DISMISSAL

NOW COME the parties, jointly, and hereby stipulate to the dismissal of this action, with prejudice.

This the 31st day of March, 2017.

By: 

Scott C. Hart

State Bar No. 19060

Attorneys for Defendants

Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.

Post Office Drawer 889

New Bern, North Carolina 28563

Telephone: (252) 633-3131

Fax: (252) 633-3507

E-mail: shart@nclawyers.com

By: 

Michael A. Dilworth

Plaintiff, Pro Se

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SETTLEMENT AGREEMENT, RELEASE AND HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, JASMINE FRYE (hereinafter referred to as "Releasor"), for and in consideration of the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) in cash, which is paid on this day, by TRAVELERS INSURANCE COMPANY, on behalf of EDWARD J. MCMAHON and those unnamed Defendants referred to in New Hanover County Superior Court File No. 16 CVS 220, and TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) in cash, which is paid on this day, by TRAVELERS INSURANCE COMPANY, on behalf of the CITY OF WILMINGTON, LT. MICHAEL J. FANTA, DETECTIVE J.N. WORRELL, and SGT. AMY DOVER, the receipt and sufficiency of which is hereby acknowledged, do hereby release and discharge and by these presents do for myself, and for my heirs, executors, administrators and assigns, release, acquit and forever discharge EDWARD J. MCMAHON, CITY OF WILMINGTON, LT. MICHAEL J. FANTA, DETECTIVE J.N. WORRELL, SGT. AMY DOVER, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, TRAVELERS INSURANCE COMPANY, and their servants, agents, employees, deputies, officers, heirs, executors, administrators, legal representatives, insurers, successors and assigns, and each of them respectively and all other persons, insurance carriers, firms, corporations, associations and estates (hereinafter referred to individually and severally as "Releasees"), from any and all liability now accrued or hereafter to accrue on account of any and all claims, demands, and causes of action which the undersigned now has against the aforesaid Releasees, whether known or unknown, asserted or unasserted, and any and all claims for compensation or benefits, damages, attorney's fees or other sums allegedly due thereunder and, by virtue of these presents, do hereby fully release and forever discharge each of them from any and all actions and causes of action, including, but not limited to, claims, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, variances, trespasses, damages, judgments, executions, medical/hospital expenses, demands, costs, loss of services, loss of earnings and earning potential, loss of consortium, expenses, attorneys' fees, compensation and all consequential damages, damages for emotional distress, or punitive damages, for any claims/damages resulting or arising out of or in connection with injuries and expenses sustained by me in that certain incident which took place on or about February 26, 2015 in the City of Wilmington, North Carolina, and which is the subject of the action presently pending in New Hanover County Superior Court, bearing File No. 16 CVS 220.

HOLD HARMLESS AGREEMENT

With regard to any matter or claim which could or may cause the Releasees additional liability, which I or my attorneys know of or should know of, in further consideration hereof, I hereby agree to hold harmless the Releasees and their successors, assigns, heirs, executors, or administrators against any claim, loss, damage or expense brought or occasioned by me, my successors, assigns, executors and administrators, or any third party regarding such matter (as defined above) or arising out of or in connection with or alleged to have arisen out of or in connection with the incident that is the subject of this Settlement Agreement, Release and Hold Harmless Agreement, including indemnification for all losses, costs, expenses and attorneys' fees

incurred as a result of the payment or settlement of this dispute (as described above), or as may be incurred in the enforcement, interpretation or dialogue as to this Settlement Agreement, Release and Hold Harmless Agreement.

REPRESENTATIONS

And for consideration aforesaid, **JASMINE FRYE** by executing this Settlement Agreement, Release and Hold Harmless Agreement does hereby represent, covenant and agree as follows:

1. **CONSIDERATION:** That I hereby expressly state that the consideration referred to above is in full payment for this Settlement Agreement, Release and Hold Harmless Agreement. There is no understanding or agreement of any kind for any further or future consideration whatsoever either implied and/or expected.
2. **VOLUNTARY EXECUTION:** That I have not been influenced or coerced in any manner or to any extent to execute this Settlement Agreement, Release and Hold Harmless Agreement by any representations or statements of the Releasees regarding any matters, and I have voluntarily executed same.
3. **ADVICE OF COUNSEL:** That I have had the benefit and advice of counsel of my own attorney; and that I fully understand the terms of this Settlement Agreement, Release and Hold Harmless Agreement; and that I have been advised by my attorney that I am making **full and final** settlement of all claims of every nature and character against the persons, entities, agents or estates hereby released.
4. **FINAL SETTLEMENT:** That I do voluntarily accept the aforesaid sums for the purpose of making a **full and final** compromise, adjustment and settlement of all of my claims against the parties, entities, agents or estates hereby released, past, present and future, and including any and all claims upon my death, by my beneficiaries, spouse, dependents, heirs, children, estate and legal representatives, and all other persons.
5. **FULL UNDERSTANDING:** I hereby declare that I am eighteen (18) years of age or over and that I suffer from no legal disabilities or mental/physical disabilities which would disable me from executing this Settlement Agreement, Release and Hold Harmless Agreement. I further state that I have not taken any drug or medication prior to the execution of this Release which would prevent me from understanding the terms herein.
6. **CAREFUL READING:** I have carefully read the foregoing Settlement Agreement, Release and Hold Harmless Agreement and know and understand the contents thereof and I execute the same as my own free act. This General Release has been fully explained to me by my attorney.
7. **SPECIFIC REPRESENTATION AS TO LIENS:** To induce the parties hereby released to pay the aforesaid consideration, I simultaneously represent that there are not any outstanding

liens, claims subrogation/trust agreement, recorded or unrecorded, or medical/hospital/workers compensation/social security/government claims or liens (county, state, or federal) or other related bills or invoices as a result of this incident/accident for which the Releasees are or could be responsible/liable therefore, and further represent that any such lien/claim has been previously paid and/or satisfied, or I (the undersigned) represent that same will be paid from the settlement proceeds by my attorney prior to disbursement to me. I agree to indemnify the Releasees for the payment of said liens, and specifically agree to pay attorney's fees and costs of the Releasees for the defense of any action whatsoever against the Releasees by any medical provider or other person(s) or entities concerning any outstanding or future bills, medical or otherwise, arising from the above referenced accident and/or lawsuit.

8. **MEDICARE:** I expressly confirm that I am not now, nor have I ever been a Medicare Beneficiary. I further represent that there are no liens or reimbursement rights to any hospital, ambulance service, or other medical provider, Medicare, Medicaid, insurance company or attorney enforceable against the proceeds of this settlement or against those released by Agreement including the named Defendants and their insurer and those that may be making the payments herein. If any such lien or reimbursement right is ever exerted against those being released herein, the undersigned covenants to pay and satisfy such asserted lien or reimbursement right, or to satisfy the same on a compromised basis, and to obtain a release from anyone exerting such lien or reimbursement right releasing those released herein and to indemnify and hold harmless said parties from any costs, expenses, attorney fees, claims actions, judgments or settlement resulting from the assertion or enforcement of any such lien or reimbursement right by an entity having any such lien or reimbursement right.

9. **DISMISSAL WITH PREJUDICE:** I have caused my claim in the action hereinabove referred to be dismissed with prejudice by proper order of Court, each party to bear their own costs and attorney's fees, and same is intended to be dismissed with prejudice by Plaintiff, which will prohibit the undersigned or my assigns, or successors in interest, or any other person or entity from ever holding the Releasees liable or responsible.

10. **ORIGINALS:** This Settlement Agreement, Release and Hold Harmless Agreement may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.

11. **NO ADMISSION OF LIABILITY:** I understand that this settlement is a compromise of a doubtful and disputed claim, and that payment is not to be construed as an admission of liability on the part of the persons, firms, organizations, entities and corporations hereby released, by whom liability is expressly denied.

This Settlement Agreement, Release and Hold Harmless Agreement contains the ENTIRE AGREEMENT between the parties herein, and the terms of this Settlement Agreement, Release and Hold Harmless Agreement are contractual and not a mere recital.

WITNESS MY HAND AND SEAL for the 8 day of March, 2016.

Jasmine Frye
JASMINE FRYE

(SEAL)

SIGNED, SEALED AND DELIVERED in the presence of:

[Signature]
WITNESS

926 E Bessemer Ave, Greensboro, NC 27405
ADDRESS

STATE OF NORTH CAROLINA

COUNTY OF Guilford

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, in the State and County aforesaid, JASMINE FRYE to me well known to be the person described in and who executed the foregoing SETTLEMENT AGREEMENT, RELEASE AND HOLD HARMLESS AGREEMENT, and she acknowledged before me and the witness whose signature appears hereinabove that she read and fully understands its contents; that by this instrument JASMINE FRYE thereby releases all claims against the Releasees and has agreed to indemnify said Releasees (as set forth hereinabove) and thereupon the said JASMINE FRYE duly executed this instrument in my presence as her free act and deed, and for the sole consideration therein expressed.

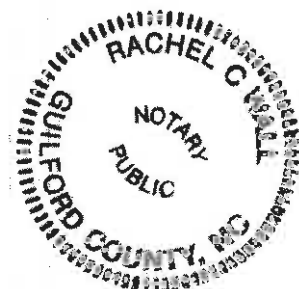
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at NC County, Guilford on this 8 day of March, 2016

My Commission expires:

July 26, 2017

Rachel C. Wall
NOTARY PUBLIC

SERVER04\\iss\\doc00000033\\00067629\\0001.DOCX



STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 16-CVS-220

MIESHA PATTERSON REDDING and
JASMINE FRYE,

Plaintiffs,

v.

EDWARD J. MCMAHON, in his official capacity
as Sheriff of New Hanover County; TRAVELERS
INSURANCE COMPANY, as surety for
Defendant Sheriff McMahon; DEPUTY
SHERIFF JOHN DOE #1, in his individual
and official capacities; DEPUTY SHERIFF
JOHN DOE #2, in his individual and official
capacities; DEPUTY SHERIFF JOHN
DOE #3, in his individual and official capacities;
DEPUTY SHERIFF JOHN DOE #4, in his
individual and official capacities; DEPUTY
SHERIFF JOHN DOE #5, in his
individual and official capacities; DEPUTY
SHERIFF JANE DOE #6, in her
individual and official capacities; DEPUTY
SHERIFF JANE DOE #7, in her
individual and official capacities;
CITY OF WILMINGTON; LIEUTENANT
MICHAEL J. FANTA, in his individual and
official capacities; DETECTIVE J.M.
WORRELL, in his individual and official
capacities; and SERGEANT AMY L. DOVER, in
her individual and official capacities,

Defendants.

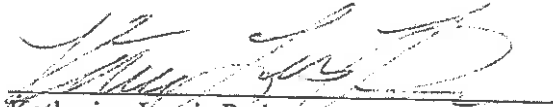
NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE

Plaintiffs Miesha Patterson Redding and Jasmine Frye, by and through undersigned counsel and pursuant to North Carolina Rule of Civil Procedure 41(a)(1)(i), hereby voluntarily dismiss the above-captioned action, with prejudice.

IN THE COPY
GIVEN TO THE COURT
NEW HANOVER COUNTY
IN THE COURT OF JUSTICE
FILE NO. 16-CVS-220

Dated this 11th day of March, 2016.

TIN FULTON WALKER AND OWEN, PLLC



Katherine Lewis Parker

NC Bar No. 36263

1213 Culbreth Drive

Wilmington, North Carolina 28401

Telephone: (910) 228-5200

Facsimile: (910) 401-1155

Email: kparker@tinfulton.com

*Counsel for Plaintiffs Miesha Patterson Redding
and Jasmine Frye*

CERTIFICATE OF SERVICE


I hereby certify that on this date a true and correct copy of the foregoing "*Notice of Dismissal with Prejudice*" was served on this day via electronic and regular mail to:

Scott C. Hart
Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.
Post Office Drawer 889
New Bern, North Carolina 28563

Meredith T. Everhart, Deputy City Attorney
City of Wilmington
Post Office Box 1810
Wilmington, North Carolina 28402-1810

Sharon Huffman, Deputy County Attorney
New Hanover County
230 Government Center Drive, Suite 125
Wilmington, NC 28403

This the 11th day of March, 2016.


Katherine Lewis Parker

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION

ANTOINE L. GRAHAM,

Plaintiff,

v.

NO. 7:16-CV-257-D

ANTHONY J. BERNARD, in his individual and official capacity;
JAMES A. MAROLDT, in his individual and official capacity;
MICHAEL A. FIKE, in his individual and official capacity;
JASON M. SPIVEY, in his individual and official capacity;
BRIAN D. MEDLIN, in his individual and official capacity;
JOSEPH M. CHERRY, in his individual and official capacity;
JOHN A. ROGERS, in his individual and official capacity;
LARRY D. BRANCH, in his individual and official capacity;
BRUNSWICK COUNTY SHERIFF JOHN W. INGRAM, in his
individual and official capacity; and JOHN/JANE DOES 1-5,

Defendants.

SETTLEMENT
AND RELEASE
OF ALL CLAIMS

1. KNOW ALL BY THESE PRESENTS that the undersigned, Antoine L. Graham, the plaintiff in this action, on this 8th day of September, 2017, does hereby release, acquit, and forever discharge defendants Anthony J. Bernard, James A. Maroldt, Michael Fike, Jason Spivey, Brian D. Medlin, Joseph M. Cherry, John A. Rogers, Larry D. Branch, and Sheriff John W. Ingram of Brunswick County, in their individual and official capacities, for any and all claims arising out of the events alleged in the plaintiff's Complaint, as is more particularly described herein.

2. The plaintiff also releases any and all current and former sheriffs, deputy sheriffs, police officers, detectives, jailers, officials, employees, and agents of Brunswick County and the Office of Sheriff of Brunswick County, New Hanover County and the Office of Sheriff of New Hanover County, and the Town of Leland and the Leland Police Department (collectively, along

with the named individual defendants, the "Releasees") for any and all claims arising out of the events alleged in the plaintiff's Complaint and arising before the signing of this Release.

3. In consideration of the compromise of a disputed claim and to avoid further litigation; in further consideration of the payment of EIGHTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$85,000.00) and the payment of any and all costs incurred by the plaintiff for mediation on August 9, 2017, which payments are made on behalf of the defendants; and subject to the restrictions set forth below; in settlement of claims for alleged injuries, costs, expenses, and attorney fees, by the defendants to the plaintiff, in hand paid, the receipt of which the plaintiff hereby acknowledges, the plaintiff does voluntarily and knowingly execute this release for the express intention of effecting the extinguishment of all rights or obligations herein designated. It is hereby expressly stated that no compensation is being made or paid to the plaintiff for claims of lost wages or expenses or for punitive damages and that all compensation is for alleged personal injuries.

4. As a condition to the execution and enforceability of this Settlement and Release of All Claims, the plaintiff will enter into a Stipulation of Voluntary Dismissal With Prejudice of All Claims Against Defendants, as provided for by applicable rules, statutes, and case law, with the understanding that the defendants believe they are not liable to the plaintiff and admit no liability in this matter.

5. The plaintiff does for himself and his predecessors, successors, heirs and assigns, agents, servants, employees, and representatives, hereby release, acquit, and forever discharge the defendants and their predecessors, successors, heirs and assigns, agents, servants, officers, officials, elected officials, appointees, employees, and personal and litigation attorneys of and from any and all claims, actions, or causes of action, demands, damages, costs, judgments,

expenses, liabilities, attorney's fees, and legal costs, injunctive or declaratory relief, whether known or unknown, whether foreseen or unforeseen, whether in law or equity, whether in tort or in contract, including all claims, from whatsoever cause arising, or from whatsoever act or omission arising, which they now have, or might otherwise have, against the persons and entities released herein, all to the end that all claims or matters, that are, or might be, in controversy between the plaintiff and defendants and persons and entities released herein, are forever put at rest. It is the plaintiff's clear intention to forever discharge and release all his past, present, and future claims against the defendants and persons and entities herein released, for all consequences resulting, or potentially to result, from any and all claims occurring before the signing of this Release and arising out of the events alleged in the plaintiff's Complaint.

6. The plaintiff further agrees that the defendants, persons, and entities hereby released admit no liability of any sort whatsoever, and that said payment and settlement in compromise of a disputed claim is made to terminate further controversy in respect to any and all claims that the plaintiff presently asserts, or might have asserted, because of the incidents complained of in the above-referenced lawsuit. The plaintiff understands that the defendants deny any and all liability and contend that that their actions were in no way the cause of any injuries to the plaintiff. It is understood and agreed to by the parties that the payment from this settlement of a doubtful and disputed claim are not to be construed as an admission of liability or waiver of sovereign/governmental immunity or public official's immunity on the defendants' part, and liability regarding such immunities is expressly denied and expressly asserted.

7. The plaintiff warrants that no representations about the nature or extent of any claims, demands, damages, or rights he has, or may have, against the persons and entities released herein have been made to him by anyone acting on his behalf to induce him to execute

this Release and he relies on no such representations; that he has fully read and understood this Release before signing it; that he acts voluntarily and with full understanding that he has the sound advice of counsel; that this Release contains the entire agreement between the parties hereto; and that the terms of this Release are contractual and not mere recital.

8. The plaintiff further agrees that he has read the foregoing Release, fully understand it, and, after having consulted with legal counsel, has voluntarily executed it on the date written below, signifying his assent to and willingness to be bound by its terms.

9. The plaintiff agrees to keep the terms of this Release confidential to the fullest extent possible and not to disclose the terms of the settlement to any person, except his attorneys, accountants, and siblings or immediate family members, unless required to do so by any statute, regulation, or court order. The plaintiff further agrees not to provide interviews or information to any news reporter, news media organization, or the like, or to any website, concerning the terms of the settlement. The plaintiff further agrees that he may not reveal the details of this Settlement Agreement and Release, including in altered, disguised, sanitized, or redacted form, so that the names of the parties or the details of the case may not be identified. The plaintiff further agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, concerning the terms of this Settlement and Release. The plaintiff agrees not to make any comments on social media about either the terms of this Settlement and Release or about the law enforcement videos from the June 2013 incident that is the basis of the Complaint and which have been provided to the plaintiff in discovery under a protective order. The plaintiff also agrees not to cause in any way the release of said videos and not to encourage or assist any person or entity to seek to have said videos released to the public. If the provisions of this paragraph are breached, the plaintiff will be required to return any and all funds he

receives as part of this settlement to the defendants. If the plaintiff are asked by anyone about the terms or conditions of this Settlement and Release, he will limit his response to the following: "The matter has been resolved." If the plaintiff is asked by anyone about the videos, he will limit his response to the following: "No comment."

10. The parties recognize that the defendants have certain duties under N.C. Gen. Stat. § 132-1.3 to report the terms of this Settlement and Release, in part or in full, and that this agreement in no way relieves the defendants of said duties. The parties agree that said statute does not impose any duty upon the plaintiff, the plaintiff's attorney, or the plaintiff's representatives, and that the plaintiff will keep the terms of this Settlement and Release strictly confidential except as otherwise required by any law, and/or court order, and/or the North Carolina Rules of Professional Conduct.

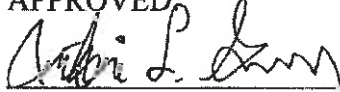
11. The plaintiff agrees to indemnify, defend, and hold the Defendants/Releasees and their employing agencies and entities; the North Carolina Counties Liability and Property Joint Risk Management Agency, d/b/a NCACC Liability and Property Pool; and Sedgwick Inc., the Pool's third-party administrator, and any and all insurers or indemnity companies for the Defendants/Releasees, harmless from claims, liens, damages, conditional payments, and rights to payment, if they have any, and to pay any such liens from the proceeds of the settlement payment.

12. In the event that any portion or provision of this Release shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Release, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

IN WITNESS HEREOF, we set our hands and seal, on this 8th day of September, 2017.

CAUTION – READ BEFORE SIGNING

APPROVED:



Antoine L. Graham
Plaintiff



John Coble
Attorney for Plaintiff

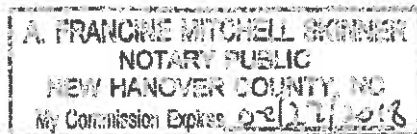
Sworn to and subscribed before me this
the 8th day of September, 2017.



Notary Public

My Commission Expires: 01/29/2018

(SEAL)



SETTLEMENT AGREEMENT, RELEASE AND HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, **JIMMY DUKE HOWELL** (hereinafter referred to as "Releasor"), for and in consideration of the sum of THIRTY-FIVE AND NO/100 DOLLARS (\$35,000.00) in cash, which is paid on this day, by TRAVELERS INSURANCE COMPANY, on behalf of the NEW HANOVER COUNTY, NEW HANOVER COUNTY SHERIFF'S DEPARTMENT, ED MCMAHON, in his official capacity as Sheriff of New Hanover County, and WILLIAM E. OWEN, the receipt and sufficiency of which is hereby acknowledged, do hereby release and discharge and by these presents do for myself, and for my heirs, executors, administrators and assigns, release, acquit and forever discharge NEW HANOVER COUNTY, NEW HANOVER COUNTY SHERIFF'S DEPARTMENT, ED MCMAHON in his official capacity as Sheriff of New Hanover County, WILLIAM E. OWEN, and OHIO CASUALTY INSURANCE COMPANY, and their servants, agents, employees, heirs, executors, administrators, legal representatives, insurers, successors and assigns, and each of them respectively **and** all other persons, insurance carriers, firms, corporations, associations and estates (hereinafter referred to individually and severally as "Releasees"), from any and all liability now accrued or hereafter to accrue on account of any and all claims, demands, and causes of action which the undersigned now has against the aforesaid Releasees, whether known or unknown, asserted or unasserted, and any and all claims for compensation or benefits, damages, attorney's fees or other sums allegedly due thereunder and, by virtue of these presents, do hereby fully release and forever discharge each of them from any and all actions and causes of action, including, but not limited to, claims, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, variances, trespasses, damages, judgments, executions, medical/hospital expenses, demands, costs, loss of services, loss of earnings and earning potential, loss of consortium, expenses, attorneys' fees, compensation and all consequential damages, damages for emotional distress, or punitive damages, for any claims/damages resulting or arising out of or in connection with injuries and expenses sustained by me in that certain incident which took place on or about April 22, 2011 in New Hanover County, North Carolina, and which is the subject of the action presently pending in United States District Court, Eastern District of North Carolina, Western Division, bearing File No. 5:14 CT 3100-D.

HOLD HARMLESS AGREEMENT

With regard to any matter or claim which could or may cause the Releasees additional liability, which I or my attorneys know of or should know of, in further consideration hereof, I hereby agree to hold harmless the Releasees and their successors, assigns, heirs, executors, or administrators against any claim loss, damage or expense brought or occasioned by me, my successors, assigns, executors and administrators, or any third party regarding such matter (as defined above) or arising out of or in connection with or alleged to have arisen out of or in connection with the incident that is the subject of this Settlement Agreement, Release and Hold Harmless Agreement, including indemnification for all losses, costs, expenses and attorneys' fees incurred as a result of the payment or settlement of this dispute (as described above), or as may be

incurred in the enforcement, interpretation or dialogue as to this Settlement Agreement, Release and Hold Harmless Agreement.

REPRESENTATIONS

And for consideration aforesaid, **JIMMY DUKE HOWELL** by executing this Settlement Agreement, Release and Hold Harmless Agreement does hereby represent, covenant and agree as follows:

1. **CONSIDERATION:** That I hereby expressly state that the consideration referred to above is in full payment for this Settlement Agreement, Release and Hold Harmless Agreement. There is no understanding or agreement of any kind for any further or future consideration whatsoever, either implied and/or expected.
2. **VOLUNTARY EXECUTION:** That I have not been influenced or coerced in any manner or to any extent to execute this Settlement Agreement, Release and Hold Harmless Agreement by any representations or statements of the Releasees regarding any matters, and I have voluntarily executed same.
3. **ADVICE OF COUNSEL:** That I have had the benefit and advice of counsel of my own attorney; and that I fully understand the terms of this Settlement Agreement, Release and Hold Harmless Agreement; and that I have been advised by my attorney that I am making **full and final** settlement of all claims of every nature and character against the persons, entities, agents or estates hereby released.
4. **FINAL SETTLEMENT:** That I do voluntarily accept the aforesaid sums for the purpose of making a **full and final** compromise, adjustment and settlement of all of my claims against the parties, entities, agents or estates hereby released, past, present and future, and including any and all claims upon my death, by my beneficiaries, spouse, dependents, heirs, children, estate and legal representatives, and all other persons.
5. **FULL UNDERSTANDING:** I hereby declare that I am eighteen (18) years of age or over and that I suffer from no legal disabilities or mental/physical disabilities which would disable me from executing this Settlement Agreement, Release and Hold Harmless Agreement. I further state that I have not taken any drug or medication prior to the execution of this Release which would prevent me from understanding the terms herein.
6. **CAREFUL READING:** I have carefully read the foregoing Settlement Agreement, Release and Hold Harmless Agreement and know and understand the contents thereof and I execute the same as my own free act. This General Release has been fully explained to me by my attorney.
7. **SPECIFIC REPRESENTATION AS TO LIENS:** To induce the parties hereby released to pay the aforesaid consideration, I simultaneously represent that there are not any outstanding liens, claims subrogation/trust agreement, recorded or unrecorded, or medical/hospital/workers compensation/social security/government claims or liens (county, state, or federal) or other related

bills or invoices as a result of this incident/accident for which the Releasees are or could be responsible/liable therefore, and further represent that any such lien/claim has been previously paid and/or satisfied, or I (the undersigned) represent that same will be paid from the settlement proceeds by my attorney prior to disbursement to me. I agree to indemnify the Releasees for the payment of said liens, and specifically agree to pay attorney's fees and costs of the Releasees for the defense of any action whatsoever against the Releasees by any medical provider or other person(s) or entities concerning any outstanding or future bills, medical or otherwise, arising from the above referenced accident and/or lawsuit.

8. **MEDICARE:** I expressly confirm that I am not now, nor have I ever been a Medicare Beneficiary. I further represent that there are no liens or reimbursement rights to any hospital, ambulance service, or other medical provider, Medicare, Medicaid, insurance company or attorney enforceable against the proceeds of this settlement or against those released by Agreement including the named Defendants and their Insurer and those that may be making the payments herein. If any such lien or reimbursement right is ever exerted against those being released herein, the undersigned covenants to pay and satisfy such asserted lien or reimbursement right, or to satisfy the same on a compromised basis, and to obtain a release from anyone exerting such lien or reimbursement right releasing those released herein and to indemnify and hold harmless said parties from any costs, expenses, attorney fees, claims, actions, judgments or settlement resulting from the assertion or enforcement of any such lien or reimbursement right by an entity having any such lien or reimbursement right.

9. **DISMISSAL WITH PREJUDICE:** I have caused my claim in the action hereinabove referred to be dismissed with prejudice by proper order of Court, each party to bear their own costs and attorney's fees, and same is intended to be dismissed with prejudice by Plaintiff, which will prohibit the undersigned or my assigns, or successors in interest, or any other person or entity from ever holding the Releasees liable or responsible.

10. **ORIGINALS:** This Settlement Agreement, Release and Hold Harmless Agreement may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.

11. **NO ADMISSION OF LIABILITY:** I understand that this settlement is a compromise of a doubtful and disputed claim, and that payment is not to be construed as an admission of liability on the part of the persons, firms, organizations, entities and corporations hereby released, by whom liability is expressly denied.

This Settlement Agreement, Release and Hold Harmless Agreement contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Settlement Agreement, Release and Hold Harmless Agreement are contractual and not a mere recital.

WITNESS MY HAND AND SEAL this the 29 day of December, 2014.

Jimmy Duke Howell (SEAL)
JIMMY DUKE HOWELL

SIGNED, SEALED AND DELIVERED in the presence of:

Chad Green
WITNESS


9280 Davidson Highway Concord NC 28027
ADDRESS

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments in the State and County aforesaid, **JIMMY DUKE HOWELL** to me well known to be the person described in and who executed the foregoing SETTLEMENT AGREEMENT, RELEASE AND HOLD HARMLESS AGREEMENT, and he acknowledged before me and the witness whose signature appears hereinabove that he read and fully understands its contents; that by this instrument **JIMMY DUKE HOWELL** thereby releases all claims against the Releasees and has agreed to indemnify said Releasees (as set forth hereinabove) and thereupon the said **JIMMY DUKE HOWELL** duly executed this instrument in my presence as his free act and deed, and for the sole consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at New Hanover County, North Carolina on this 29 day of December, 2014.


NOTARY PUBLIC

My Commission expires:

4/20/2016



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SETTLEMENT AGREEMENT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, **SHIRLEY DELORES KNOX** (hereinafter referred to as "Releasor"), for and in consideration of the sum of **TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500)** in cash, which is paid on this day, by **TRAVELERS INSURANCE COMPANY**, on behalf of **SHERIFF ED McMAHON**, the receipt and sufficiency of which is hereby acknowledged, do hereby release and discharge and by these presents do for myself, and for my heirs, executors, administrators and assigns, release, acquit and forever discharge **SHERIFF ED McMAHON**, **NEW HANOVER COUNTY**, **THE OFFICE OF THE NEW HANOVER COUNTY SHERIFF**, **TRAVELERS INSURANCE COMPANY**, and their servants, agents, employees, deputies, officers, heirs, executors, administrators, legal representatives, insurers, successors and assigns, and each of them respectively and all other persons, insurance carriers, firms, corporations, associations and estates (hereinafter referred to individually and severally as "Releasees"), from any and all liability now accrued or hereafter to accrue on account of any and all claims, demands, and causes of action which the undersigned now has against the aforesaid Releasees, whether known or unknown, asserted or unasserted, and any and all claims for compensation or benefits, damages, attorney's fees or other sums allegedly due thereunder and, by virtue of these presents, do hereby fully release and forever discharge each of them from any and all actions and causes of action, including, but not limited to, claims, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, variances, trespasses, damages, judgments, executions, medical/hospital expenses, demands, costs, loss of services, loss of earnings and earning potential, loss of consortium, expenses, attorneys' fees, compensation and all consequential damages, damages for emotional distress, or punitive damages, for any claims/damages resulting or arising out of or in connection with my employment with the Office of the New Hanover County Sheriff and the termination thereof, including but not limited to those claims which are the subject of the action presently pending in New Hanover County Superior Court, bearing File No. 16 CVS 3894.

REPRESENTATIONS

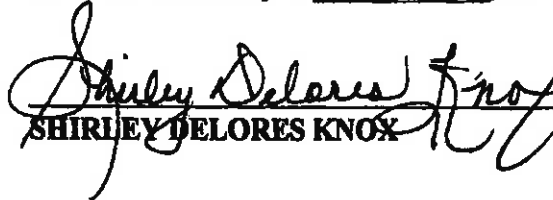
And for the consideration aforesaid, **SHIRLEY DELORES KNOX** by executing this Settlement Agreement, Release and Hold Harmless Agreement does hereby represent, covenant and agree as follows:

1. **CONSIDERATION:** That I hereby expressly state that the consideration referred to above is in full payment for this Settlement Agreement and Release. There is no understanding or agreement of any kind for any further or future consideration whatsoever either implied and/or expected.


2. **VOLUNTARY EXECUTION:** That I have not been influenced or coerced in any manner or to any extent to execute this Settlement Agreement, Release and Hold Harmless Agreement by any representations or statements of the Releasees regarding any matters, and I have voluntarily executed same.
3. **ADVICE OF COUNSEL:** That I have had the benefit and advice of counsel of my own attorney; and that I fully understand the terms of this Settlement Agreement, Release and Hold Harmless Agreement; and that I have been advised by my attorney that I am making **full and final** settlement of all claims of every nature and character against the persons, entities, agents or estates hereby released.
4. **FINAL SETTLEMENT:** That I do voluntarily accept the aforesaid sums for the purpose of making a **full and final** compromise, adjustment and settlement of all of my claims against the parties, entities, agents or estates hereby released, past, present and future, and including any and all claims upon my death, by my beneficiaries, spouse, dependents, heirs, children, estate and legal representatives, and all other persons.
5. **FULL UNDERSTANDING:** I hereby declare that I am eighteen (18) years of age or over and that I suffer from no legal disabilities or mental/physical disabilities which would disable me from executing this Settlement Agreement, Release and Hold Harmless Agreement. I further state that I have not taken any drug or medication prior to the execution of this Release which would prevent me from understanding the terms herein.
6. **CAREFUL READING:** I have carefully read the foregoing Settlement Agreement, Release and Hold Harmless Agreement and know and understand the contents thereof and I execute the same as my own free act. This General Release has been fully explained to me by my attorney.
7. **DISMISSAL WITH PREJUDICE:** I have caused my claim in the action hereinabove referred to be dismissed with prejudice by proper order of Court, each party to bear their own costs and attorney's fees, and same is intended to be dismissed with prejudice by Plaintiff, which will prohibit the undersigned or my assigns, or successors in interest, or any other person or entity from ever holding the Releasees liable or responsible.
8. **ORIGINALS:** This Settlement Agreement, Release and Hold Harmless Agreement may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.
9. **NO ADMISSION OF LIABILITY:** I understand that this settlement is a compromise of a doubtful and disputed claim, and that payment is not to be construed as an admission of liability on the part of the persons, firms, organizations, entities and corporations hereby released, by whom liability is expressly denied.

This Settlement Agreement, Release and Hold Harmless Agreement contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Settlement Agreement, Release and Hold Harmless Agreement are contractual and not a mere recital.

WITNESS MY HAND AND SEAL this the 25 day of October, 2017.

 (SEAL)
SHIRLEY DELORES KNOX

SIGNED, SEALED AND DELIVERED in the presence of:


WITNESS

210 Racine Dr. Wilmington, NC.
ADDRESS

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

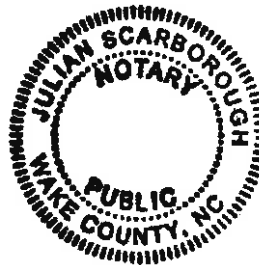
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, in the State and County aforesaid, **SHIRLEY DELORES KNOX** to me well known to be the person described in and who executed the foregoing **SETTLEMENT AGREEMENT, RELEASE AND HOLD HARMLESS AGREEMENT**, and she acknowledged before me and the witness whose signature appears hereinabove that she read and fully understands its contents; that by this instrument **SHIRLEY DELORES KNOX** thereby releases all claims against the Releasees (as set forth hereinabove) and thereupon the said **SHIRLEY DELORES KNOX** duly executed this instrument in my presence as her free act and deed, and for the sole consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at New Hanover County, _____ on this 25 day of October, 2017.

My Commission expires:


NOTARY PUBLIC

11/4/2017



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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION

JERRY O. MELVIN,

Plaintiff,

v.

ANTHONY J. BERNARD, in his individual and official capacity;
JAMES A. MAROLDT, in his individual and official capacity;
MICHAEL A. FIKE, in his individual and official capacity;
JASON M. SPIVEY, in his individual and official capacity;
BRIAN D. MEDLIN, in his individual and official capacity;
JOSEPH M. CHERRY, in his individual and official capacity;
JOHN A. ROGERS, in his individual and official capacity;
LARRY D. BRANCH, in his individual and official capacity;
BRUNSWICK COUNTY SHERIFF JOHN W. INGRAM, in his
individual and official capacity; and JOHN/JANE DOES 1-5,

Defendants.

NO. 7:16-CV-275-D

SETTLEMENT
AND RELEASE
OF ALL CLAIMS

1. KNOW ALL BY THESE PRESENTS that the undersigned, Jerry O. Melvin, the plaintiff in this action, on this 14th day of October, 2017, does hereby release, acquit, and forever discharge defendants Anthony J. Bernard, James A. Maroldt, Michael Fike, Jason Spivey, Brian D. Medlin, Joseph M. Cherry, John A. Rogers, Larry D. Branch, and Sheriff John W. Ingram of Brunswick County, in their individual and official capacities, for any and all claims arising out of the events alleged in the plaintiff's Complaint, as is more particularly described herein.

2. The plaintiff also releases any and all current and former sheriffs, deputy sheriffs, police officers, detectives, jailers, officials, employees, and agents of Brunswick County and the Office of Sheriff of Brunswick County, New Hanover County and the Office of Sheriff of New Hanover County, and the Town of Leland and the Leland Police Department (collectively, along with the named individual defendants, the "Releasees") for any and all claims arising out of the

events alleged in the plaintiff's Complaint and arising before the signing of this Release.

3. In consideration of the compromise of a disputed claim and to avoid further litigation; in further consideration of the payment of SEVENTY THOUSAND DOLLARS AND NO CENTS (\$70,000.00), which payment is made on behalf of the defendants; and subject to the restrictions set forth below; in settlement of claims for alleged injuries, costs, expenses, and attorney fees, by the defendants to the plaintiff, in hand paid, the receipt of which the plaintiff hereby acknowledges, the plaintiff does voluntarily and knowingly execute this release for the express intention of effecting the extinguishment of all rights or obligations herein designated. It is hereby expressly stated that no compensation is being made or paid to the plaintiff for claims of lost wages or expenses or for punitive damages and that all compensation is for alleged personal injuries. By the signing of this Release, the plaintiff also specifically admits that he was not shot after jumping from his Lincoln Navigator SUV on the night of June 14, 2013.

4. As a condition to the execution and enforceability of this Settlement and Release of All Claims, the plaintiff will enter into a Stipulation of Voluntary Dismissal With Prejudice of All Claims Against Defendants, as provided for by applicable rules, statutes, and case law, with the understanding that the defendants believe they are not liable to the plaintiff and admit no liability in this matter.

5. It is further understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability or waiver of governmental/sovereign immunity on the part of the Releasees, by whom liability is expressly denied and governmental/sovereign immunity is expressly asserted.

6. The plaintiff does for himself and his predecessors, successors, heirs and assigns,

agents, servants, employees, and representatives, hereby release, acquit, and forever discharge the defendants and their predecessors, successors, heirs and assigns, agents, servants, officers, officials, elected officials, appointees, employees, and personal and litigation attorneys of and from any and all claims, actions, or causes of action, demands, damages, costs, judgments, expenses, liabilities, attorney's fees, and legal costs, injunctive or declaratory relief, whether known or unknown, whether foreseen or unforeseen, whether in law or equity, whether in tort or in contract, including all claims, from whatsoever cause arising, or from whatsoever act or omission arising, which they now have, or might otherwise have, against the persons and entities released herein, all to the end that all claims or matters, that are, or might be, in controversy between the plaintiff and defendants and persons and entities released herein, are forever put at rest. It is the plaintiff's clear intention to forever discharge and release all his past, present, and future claims against the defendants and persons and entities herein released, for all consequences resulting, or potentially to result, from any and all claims occurring before the signing of this Release and arising out of the events alleged in the plaintiff's Complaint.

7. The plaintiff further agrees that the defendants, persons, and entities hereby released admit no liability of any sort whatsoever, and that said payment and settlement in compromise of a disputed claim is made to terminate further controversy in respect to any and all claims that the plaintiff presently asserts, or might have asserted, because of the incidents complained of in the above-referenced lawsuit. The plaintiff understands that the defendants deny any and all liability and contend that that their actions were in no way the cause of any injuries to the plaintiff. It is understood and agreed to by the parties that the payment from this settlement of a doubtful and disputed claim are not to be construed as an admission of liability or waiver of sovereign/governmental immunity or public official's immunity on the defendants'

part, and liability regarding such immunities is expressly denied and expressly asserted.

8. The plaintiff warrants that no representations about the nature or extent of any claims, demands, damages, or rights he has, or may have, against the persons and entities released herein have been made to him by anyone acting on his behalf to induce him to execute this Release and he relies on no such representations; that he has fully read and understood this Release before signing it; that he acts voluntarily and with full understanding that he has the sound advice of counsel; that this Release contains the entire agreement between the parties hereto; and that the terms of this Release are contractual and not mere recital.

9. The plaintiff further agrees that he has read the foregoing Release, fully understand it, and, after having consulted with legal counsel, has voluntarily executed it on the date written below, signifying his assent to and willingness to be bound by its terms.

10. The plaintiff agrees to keep the terms of this Release confidential to the fullest extent possible and not to disclose the terms of the settlement to any person, except his attorneys, accountants, and siblings or immediate family members, unless required to do so by any statute, regulation, or court order. The plaintiff further agrees not to provide interviews or information to any news reporter, news media organization, or the like, or to any website, concerning the terms of the settlement. The plaintiff further agrees that he may not reveal the details of this Settlement Agreement and Release, including in altered, disguised, sanitized, or redacted form, so that the names of the parties or the details of the case may not be identified. The plaintiff further agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, concerning the terms of this Settlement and Release. The plaintiff agrees not to make any comments on social media about either the terms of this Settlement and Release or about the law enforcement videos from the June 2013 incident that is the basis of the

Complaint and which have been provided to the plaintiff in discovery under a protective order. The plaintiff also agrees not to cause in any way the release of said videos and not to encourage or assist any person or entity to seek to have said videos released to the public. If the provisions of this paragraph are breached, the plaintiff will be required to return any and all funds he receives as part of this settlement to the defendants. If the plaintiff are asked by anyone about the terms or conditions of this Settlement and Release, he will limit his response to the following: "The matter has been resolved." If the plaintiff is asked by anyone about the videos, he will limit his response to the following: "No comment."

11. The parties recognize that the defendants have certain duties under N.C. Gen. Stat. § 132-1.3 to report the terms of this Settlement and Release, in part or in full, and that this agreement in no way relieves the defendants of said duties. The parties agree that said statute does not impose any duty upon the plaintiff, the plaintiff's attorney, or the plaintiff's representatives, and that the plaintiff will keep the terms of this Settlement and Release strictly confidential except as otherwise required by any law, and/or court order, and/or the North Carolina Rules of Professional Conduct.

12. The plaintiff agrees to indemnify, defend, and hold the Defendants/Releasees and their employing agencies and entities; the North Carolina Counties Liability and Property Joint Risk Management Agency, d/b/a NCACC Liability and Property Pool; and Sedgwick Inc., the Pool's third-party administrator, and any and all insurers or indemnity companies for the Defendants/Releasees, harmless from claims, liens, damages, conditional payments, and rights to payment, if they have any, and to pay any such liens from the proceeds of the settlement payment. The plaintiff also specifically agrees to relieve the defendants of any obligations to pay any other liens that have been made against him, including a lien for \$10,715.25 in past-due

child support payments claimed by the Bladen County Child Support Enforcement Unit, which the plaintiff agrees to direct his attorney to pay from the proceeds of this settlement to the satisfaction of the Bladen County Child Support Enforcement Unit prior to disbursement of the settlement proceed to the Plaintiff. Plaintiff further agrees to indemnify and hold harmless all of the Defendants and their respective insurers for the payment of this lien and the legal obligations arising thereunder.

13. In the event that any portion or provision of this Release shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Release, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

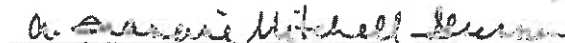
IN WITNESS HEREOF, we set our hands and seal, on this 4th day of October, 2017.

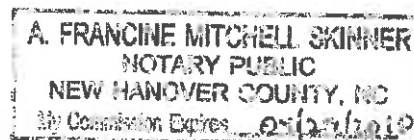
CAUTION – READ BEFORE SIGNING

APPROVED:


Jerry O. Melvin, Plaintiff

Sworn to and subscribed before me this
the 4th day of October, 2017.


Notary Public
My Commission Expires: 04/29/2018
(SEAL)




John Coble, Attorney for Plaintiff

SETTLEMENT AGREEMENT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, KIMBERLY PHILLIPS (hereinafter referred to as "Releasor"), for and in consideration of the sum of SEVENTY TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100 DOLLARS (\$72,500.00) in cash, which is paid on this day, by TRAVELERS INSURANCE COMPANY¹, on behalf of the NEW HANOVER COUNTY REGISTER OF DEEDS, hereby release and forever discharge TAMMY BEASLEY, NEW HANOVER COUNTY REGISTER OF DEEDS, NEW HANOVER COUNTY, and their employees, agents, commissioners, heirs, executors, administrators, legal representatives, insurers, successors and assigns, and each of them respectively (hereinafter referred to individually and severally as "Releasees"), from any and all liability now accrued or hereafter to accrue on account of any and all claims, demands, and causes of action which the undersigned now has against the aforesaid Releasees, whether known or unknown, asserted or unasserted, and any and all claims for compensation or benefits, damages, attorney's fees or other sums allegedly due thereunder and, by virtue of these presents, do hereby fully release and forever discharge each of them from any and all actions and causes of action, including, but not limited to, claims, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, variances, trespasses, damages, judgments, executions, medical/hospital expenses, demands, costs, loss of services, loss of earnings and earning potential, loss of consortium, expenses, attorneys' fees, compensation and all consequential damages, damages for emotional distress, or punitive damages, for any claims/damages resulting or arising out of or in connection with my employment with and termination from the New Hanover County Register of Deeds.

REPRESENTATIONS

And for consideration aforesaid, KIMBERLY PHILLIPS by executing this General Release and Hold Harmless Agreement does hereby represent, covenant and agree as follows:

1. **CONSIDERATION:** That she hereby expressly states that the consideration referred to above is in full payment for this General Release. There is no understanding or agreement of any kind for any further or future consideration whatsoever, either implied and/or expected.
2. **NO REAPPLICATION:** That she agrees not to seek any future employment by New Hanover County, whether with any New Hanover County department or agency, the New Hanover County Register of Deeds, or the Office of the Sheriff of New Hanover County; except nothing in this paragraph is intended to prevent her from running for any elected office in New Hanover County or to serve in such position, should she be elected.

¹ Said funds to be paid as follows: \$18,125 to be paid to my attorney, Faith Hamdon, in settlement of my claim for attorney's fees and costs, reported on a form 1099 to my attorney and me; and \$54,375 to be paid to me as compensatory damages, reported to me on a form 1099 box 3; I understand that the aforesaid payments are being made in settlement of my claims for employment discrimination and retaliation, which the Releasees strongly deny, and that payment of these amounts does not constitute any admission by them of liability.

3. **VOLUNTARY EXECUTION:** That she has not been influenced or coerced in any manner or to any extent to execute this General Release and Hold Harmless Agreement by any representations or statements of the Releasees regarding any matters, and she has voluntarily executed same.
4. **ADVICE OF COUNSEL:** That she has had the benefit and advice of counsel of her own attorney; and that she fully understands the terms of this SETTLEMENT AGREEMENT AND RELEASE; and that she has been advised by her attorney that she is making **full and final** settlement of all claims of every nature and character against the persons, entities, agents or estates hereby released.
5. **FINAL SETTLEMENT:** That she does voluntarily accept the aforesaid sums for the purpose of making a **full and final** compromise, adjustment and settlement of all of her claims against the parties, entities, agents or estates hereby released, past, present and future, and including any and all claims upon her death, by her beneficiaries, spouse, dependents, heirs, children, estate and legal representatives, and all other persons. She further agrees to waive the 21 day waiting period for execution required under the ADEA. She make this election knowingly and voluntarily and understands that no terms of this agreement are contingent on this waiver.
6. **FULL UNDERSTANDING:** She hereby declares that she is eighteen (18) years of age or over and that she suffers from no legal disabilities or mental/physical disabilities which would disable her from executing this SETTLEMENT AGREEMENT AND RELEASE. She further states that she has not taken any drug or medication prior to the execution of this Release which would prevent her from understanding the terms herein.
7. **CAREFUL READING:** She has carefully read the foregoing SETTLEMENT AGREEMENT AND RELEASE and knows and understands the contents thereof and she executes the same as her own free act. This SETTLEMENT AGREEMENT AND RELEASE has been fully explained to her by her attorney.
8. **ORIGINALS:** This SETTLEMENT AGREEMENT AND RELEASE may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.
9. **NO ADMISSION OF LIABILITY:** She understands that this settlement is a compromise of a doubtful and disputed claim, and that payment is not to be construed as an admission of liability on the part of the persons, firms, organizations, entities and corporations hereby released, by whom liability is expressly denied.

New Hanover County Register of Deeds, specifically including Tammy Beasley, agree, as part of this Settlement and in consideration for Releaser's full release of claims as set out above.

not to make any negative or disparaging remarks, whether verbally or in writing, about Releasor, whether those remarks are made via any social media forum, networking, blog, or other internet site or by some other means. Tammy Beasley and the office of the New Hanover County Register of Deeds agree that any requests for references for Releasor tendered by third parties shall be referred to the New Hanover County Human Resources Department, and that no further information shall be provided. Releasor also agrees, as part of this Settlement and in consideration for the promises of the Releasees, not to make any negative or disparaging remarks, whether verbally or in writing, about the Releasees, whether those remarks are made via any social media forum, networking, blog, or other internet site or by some other means.

This SETTLEMENT AGREEMENT AND RELEASE contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Settlement Agreement and Release are contractual and not a mere recital.

WITNESS MY HAND AND SEAL this the 1st day of August, 2018.

Kimberly Phillips (SEAL)
KIMBERLY PHILLIPS

SIGNED, SEALED AND DELIVERED in the presence of:

Lisa Hall
WITNESS

3500 Converse Dr. Wilmington, NC
ADDRESS

Tammy Beasley
TAMMY BEASLEY, New Hanover County Register of Deeds

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, in the State and County aforesaid, **KIMBERLY PHILLIPS** to me well known to be the person described in and who executed the foregoing SETTLEMENT AGREEMENT AND RELEASE, and she acknowledged before me and the witness whose signature appears hereinabove that she read and fully understands its contents; that by this instrument **KIMBERLY PHILLIPS** thereby releases all claims against the Releasees and has agreed to hold harmless and indemnify said Releasees (as set forth hereinabove) and thereupon the said **KIMBERLY PHILLIPS** duly executed this instrument in my presence as her free act and deed, and for the sole consideration therein expressed.

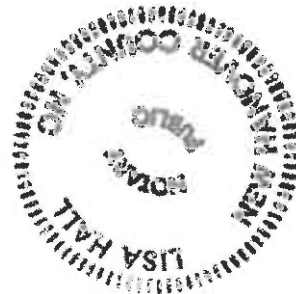
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at New Hanover County, North Carolina on this 1st day of August, 2018.

Lisa Hall

NOTARY PUBLIC

My Commission expires:

July 27, 2023



SETTLEMENT AGREEMENT, RELEASE AND HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, **MIESHA PATTERSON REDDING** (hereinafter referred to as "Releasor"), for and in consideration of the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) in cash, which is paid on this day, by TRAVELERS INSURANCE COMPANY, on behalf of EDWARD J. MCMAHON and those unnamed Defendants referred to in New Hanover County Superior Court File No. 16 CVS 220, and TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) in cash, which is paid on this day, by TRAVELERS INSURANCE COMPANY, on behalf of the CITY OF WILMINGTON, LT. MICHAEL J. FANTA, DETECTIVE J.N. WORRELL, and SGT. AMY DOVER, the receipt and sufficiency of which is hereby acknowledged, do hereby release and discharge and by these presents do for myself, and for my heirs, executors, administrators and assigns, release, acquit and forever discharge EDWARD J. MCMAHON, CITY OF WILMINGTON, LT. MICHAEL J. FANTA, DETECTIVE J.N. WORRELL, SGT. AMY DOVER, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, TRAVELERS INSURANCE COMPANY, and their servants, agents, employees, deputies, officers, heirs, executors, administrators, legal representatives, insurers, successors and assigns, and each of them respectively **and** all other persons, insurance carriers, firms, corporations, associations and estates (hereinafter referred to individually and severally as "Releasees"), from any and all liability now accrued or hereafter to accrue on account of any and all claims, demands, and causes of action which the undersigned now has against the aforesaid Releasees, whether known or unknown, asserted or unasserted, and any and all claims for compensation or benefits, damages, attorney's fees or other sums allegedly due thereunder and, by virtue of these presents, do hereby fully release and forever discharge each of them from any and all actions and causes of action, including, but not limited to, claims, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, variances, trespasses, damages, judgments, executions, medical/hospital expenses, demands, costs, loss of services, loss of earnings and earning potential, loss of consortium, expenses, attorneys' fees, compensation and all consequential damages, damages for emotional distress, or punitive damages, for any claims/damages resulting or arising out of or in connection with injuries and expenses sustained by me in that certain incident which took place on or about February 26, 2015 in the City of Wilmington, North Carolina, and which is the subject of the action presently pending in New Hanover County Superior Court, bearing File No. 16 CVS 220.

HOLD HARMLESS AGREEMENT

With regard to any matter or claim which could or may cause the Releasees additional liability, which I or my attorneys know of or should know of, in further consideration hereof, I hereby agree to hold harmless the Releasees and their successors, assigns, heirs, executors, or administrators against any claim, loss, damage or expense brought or occasioned by me, my successors, assigns, executors and administrators, or any third party regarding such matter (as defined above) or arising out of or in connection with or alleged to have arisen out of or in connection with the incident that is the subject of this Settlement Agreement, Release and Hold Harmless Agreement, including indemnification for all losses, costs, expenses and attorneys' fees

incurred as a result of the payment or settlement of this dispute (as described above), or as may be incurred in the enforcement, interpretation or dialogue as to this Settlement Agreement, Release and Hold Harmless Agreement.

REPRESENTATIONS

And for consideration aforesaid, **MIESHA PATTERSON REDDING** by executing this Settlement Agreement, Release and Hold Harmless Agreement does hereby represent, covenant and agree as follows:

1. **CONSIDERATION:** That I hereby expressly state that the consideration referred to above is in full payment for this Settlement Agreement, Release and Hold Harmless Agreement. There is no understanding or agreement of any kind for any further or future consideration whatsoever either implied and/or expected.
2. **VOLUNTARY EXECUTION:** That I have not been influenced or coerced in any manner or to any extent to execute this Settlement Agreement, Release and Hold Harmless Agreement by any representations or statements of the Releasees regarding any matters, and I have voluntarily executed same.
3. **ADVICE OF COUNSEL:** That I have had the benefit and advice of counsel of my own attorney; and that I fully understand the terms of this Settlement Agreement, Release and Hold Harmless Agreement; and that I have been advised by my attorney that I am making **full and final** settlement of all claims of every nature and character against the persons, entities, agents or estates hereby released.
4. **FINAL SETTLEMENT:** That I do voluntarily accept the aforesaid sums for the purpose of making a **full and final** compromise, adjustment and settlement of all of my claims against the parties, entities, agents or estates hereby released, past, present and future, and including any and all claims upon my death, by my beneficiaries, spouse, dependents, heirs, children, estate and legal representatives, and all other persons.
5. **FULL UNDERSTANDING:** I hereby declare that I am eighteen (18) years of age or over and that I suffer from no legal disabilities or mental/physical disabilities which would disable me from executing this Settlement Agreement, Release and Hold Harmless Agreement. I further state that I have not taken any drug or medication prior to the execution of this Release which would prevent me from understanding the terms herein.
6. **CAREFUL READING:** I have carefully read the foregoing Settlement Agreement, Release and Hold Harmless Agreement and know and understand the contents thereof and I execute the same as my own free act. This General Release has been fully explained to me by my attorney.
7. **SPECIFIC REPRESENTATION AS TO LIENS:** To induce the parties hereby released to pay the aforesaid consideration, I simultaneously represent that there are not any outstanding

liens, claims subrogation/trust agreement, recorded or unrecorded, or medical/hospital/workers compensation/social security/government claims or liens (county, state, or federal) or other related bills or invoices as a result of this incident/accident for which the Releasees are or could be responsible/liable therefore, and further represent that any such lien/claim has been previously paid and/or satisfied, or I (the undersigned) represent that same will be paid from the settlement proceeds by my attorney prior to disbursement to me. I agree to indemnify the Releasees for the payment of said liens, and specifically agree to pay attorney's fees and costs of the Releasees for the defense of any action whatsoever against the Releasees by any medical provider or other person(s) or entities concerning any outstanding or future bills, medical or otherwise, arising from the above referenced accident and/or lawsuit.

8. **MEDICARE:** I expressly confirm that I am not now, nor have I ever been a Medicare Beneficiary. I further represent that there are no liens or reimbursement rights to any hospital, ambulance service, or other medical provider, Medicare, Medicaid, insurance company or attorney enforceable against the proceeds of this settlement or against those released by Agreement including the named Defendants and their Insurer and those that may be making the payments herein. If any such lien or reimbursement right is ever exerted against those being released herein, the undersigned covenants to pay and satisfy such asserted lien or reimbursement right, or to satisfy the same on a compromised basis, and to obtain a release from anyone exerting such lien or reimbursement right releasing those released herein and to indemnify and hold harmless said parties from any costs, expenses, attorney fees, claims actions, judgments or settlement resulting from the assertion or enforcement of any such lien or reimbursement right by an entity having any such lien or reimbursement right.

9. **DISMISSAL WITH PREJUDICE:** I have caused my claim in the action hereinabove referred to be dismissed with prejudice by proper order of Court, each party to bear their own costs and attorney's fees, and same is intended to be dismissed with prejudice by Plaintiff, which will prohibit the undersigned or my assigns, or successors in interest, or any other person or entity from ever holding the Releasees liable or responsible.

10. **ORIGINALS:** This Settlement Agreement, Release and Hold Harmless Agreement may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.

11. **NO ADMISSION OF LIABILITY:** I understand that this settlement is a compromise of a doubtful and disputed claim, and that payment is not to be construed as an admission of liability on the part of the persons, firms, organizations, entities and corporations hereby released, by whom liability is expressly denied.

This Settlement Agreement, Release and Hold Harmless Agreement contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Settlement Agreement, Release and Hold Harmless Agreement are contractual and not a mere recital.

WITNESS MY HAND AND SEAL this the 2nd day of March, 2016.

Miesha Patterson Redding (SEAL)
MIESHA PATTERSON REDDING

SIGNED, SEALED AND DELIVERED in the presence of:

[Signature]
WITNESS

1213 Culberson Drive, W. Haverhill, NC 28745
ADDRESS

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, in the State and County aforesaid, **MIESHA PATTERSON REDDING** to me well known to be the person described in and who executed the foregoing SETTLEMENT AGREEMENT, RELEASE AND HOLD HARMLESS AGREEMENT, and she acknowledged before me and the witness whose signature appears hereinabove that she read and fully understands its contents; that by this instrument **MIESHA PATTERSON REDDING** thereby releases all claims against the Releasees and has agreed to indemnify said Releasees (as set forth hereinabove) and thereupon the said **MIESHA PATTERSON REDDING** duly executed this instrument in my presence as her free act and deed, and for the sole consideration therein expressed.

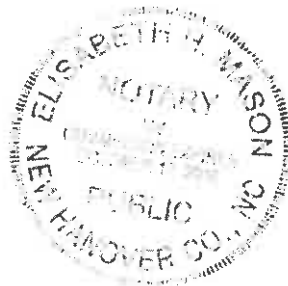
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at New Hanover County, North Carolina on this 2nd day of March, 2016.

My Commission expires:

Elizabeth H. Mason
NOTARY PUBLIC

10/12/16

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STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 16-CVS-220

**MIESHA PATTERSON REDDING and
JASMINE FRYE,**

Plaintiffs,

v.

**EDWARD J. MCMAHON, in his official capacity
as Sheriff of New Hanover County; TRAVELERS
INSURANCE COMPANY, as surety for
Defendant Sheriff McMahon; DEPUTY
SHERIFF JOHN DOE #1, in his individual
and official capacities; DEPUTY SHERIFF
JOHN DOE #2, in his individual and official
capacities; DEPUTY SHERIFF JOHN
DOE #3, in his individual and official capacities;
DEPUTY SHERIFF JOHN DOE #4, in his
individual and official capacities; DEPUTY
SHERIFF JOHN DOE #5, in his
individual and official capacities; DEPUTY
SHERIFF JANE DOE #6, in her
individual and official capacities; DEPUTY
SHERIFF JANE DOE #7, in her
individual and official capacities;
CITY OF WILMINGTON; LIEUTENANT
MICHAEL J. FANTA, in his individual and
official capacities; DETECTIVE J.M.
WORRELL, in his individual and official
capacities; and SERGEANT AMY L. DOVER, in
her individual and official capacities,**

Defendants.

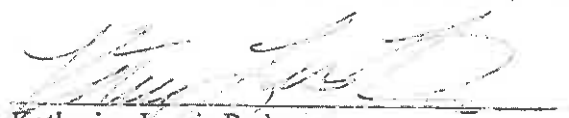
NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE

Plaintiffs Miesha Patterson Redding and Jasmine Frye, by and through undersigned counsel and pursuant to North Carolina Rule of Civil Procedure 41(a)(1)(i), hereby voluntarily dismiss the above-captioned action, with prejudice.

A TRUE COPY
CLERK OF SUPERIOR COURT
NEW HANOVER COUNTY
BY _____
Deputy Clerk of Superior Court

Dated this 11th day of March, 2016.

TIN FULTON WALKER AND OWEN, PLLC


Katherine Lewis Parker
NC Bar No. 36263
1213 Culbreth Drive
Wilmington, North Carolina 28401
Telephone: (910) 228-5200
Facsimile: (910) 401-1155
Email: kwalker@tinfulton.com

*Counsel for Plaintiffs Mieshu Patterson Redding
and Jasmine Frye*

CERTIFICATE OF SERVICE

I hereby certify that on this date a true and correct copy of the foregoing "*Notice of Dismissal with Prejudice*" was served on this day via electronic and regular mail to:

Scott C. Hart
Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.
Post Office Drawer 889
New Bern, North Carolina 28563

Meredith T. Everhart, Deputy City Attorney
City of Wilmington
Post Office Box 1810
Wilmington, North Carolina 28402-1810

Sharon Huffman, Deputy County Attorney
New Hanover County
230 Government Center Drive, Suite 125
Wilmington, NC 28403

This the 11th day of March, 2016.


Katherine Lewis Parker

SETTLEMENT AGREEMENT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, **STACY SANDERS** (hereinafter referred to as "Releasors"), for and in consideration of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt and sufficiency of which is hereby acknowledged, do hereby release and discharge and by these presents do for myself, my heirs, executors, administrators AND assigns, release, acquit and forever discharge THE OFFICE OF THE NEW HANOVER COUNTY SHERIFF, SHERIFF ED MCMAHON, NEW HANOVER COUNTY and TRINITY SERVICES GROUP, INC. and their insurers, agents, employees, successors and assigns, and their servants, agents, employees, heirs, executors, administrators, legal representatives, insurers, successors and assigns, and each of them respectively and all other persons, insurance carriers, firms, corporations, associations and estates (hereinafter referred to individually and severally as "Releasees"), from any and all liability now accrued or hereafter to accrue on account of any and all claims, demands, and causes of action presently existing, whether known or unknown, asserted or unasserted, which the undersigned now has or may hereafter have against the aforesaid Releasees, and any and all claims for compensation or benefits, damages, attorneys' fees or other sums allegedly due thereunder and, by virtue of these presents, do hereby fully release and forever discharge each of them from any and all actions and causes of action, including, but not limited to, claims, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, variances, trespasses, damages, judgments, executions, medical/hospital expenses, demands, costs, loss of services, loss of earnings and earning potential, loss of consortium, expenses, attorneys' fees, compensation and all consequential damages, damages for emotional distress, or punitive damages, for any claims/damages resulting or arising out of any and all allegations of any nature including those contained in the Complaint referenced in that suit currently pending in New Hanover County Superior Court bearing File No. 15 CVS 508.

REPRESENTATIONS

And for consideration aforesaid, **STACY SANDERS** by executing this Settlement Agreement and Release hereby represent, covenant and agree as follows:

1. **CONSIDERATION:** That I hereby expressly state that the consideration referred to above and the additional consideration set forth below are in full payment for this Settlement Agreement and Release. There is no understanding or agreement of any kind for any further or future consideration whatsoever, either implied and/or expected.
2. **VOLUNTARY EXECUTION:** That I have not been influenced or coerced in any manner or to any extent to execute this Settlement Agreement and Release by any representations or statements of the Releasees regarding any matters, and I have voluntarily executed same.
3. **ADVICE OF COUNSEL:** That I have had the benefit and advice of counsel of my own attorney; and that I fully understand the terms of this Settlement Agreement and Release; and that I have been advised by my attorney that I am making **full and final** settlement of all claims of every nature and character against the persons, entities, agents or estates hereby released.

4. **FINAL SETTLEMENT:** That I do voluntarily accept the aforesaid sums for the purpose of making a **full and final** compromise, adjustment and settlement of all claims against the parties, entities, agents or estates hereby released, past, present and future, and including any and all claims upon our death, by our beneficiaries, spouse, dependents, heirs, children, estate and legal representatives, and all other persons, and further acknowledge my understanding that, upon the execution of this document, I discharge any and all claims on my behalf.

5. **FULL UNDERSTANDING:** I hereby declare that I am eighteen (18) years of age or over and that I suffer from no legal disabilities or mental/physical disabilities which would disable me from executing this Settlement Agreement and Release. I further state that I have not taken any drug or medication prior to the execution of this Settlement Agreement and Release which would prevent me from understanding the terms herein.

6. **CAREFUL READING:** I have carefully read the foregoing Settlement Agreement and Release and know and understand the contents thereof and I execute the same as my own free act. This Settlement Agreement and Release has been fully explained to me by my attorney.

7. **SPECIFIC REPRESENTATION AS TO LIENS:** To induce the parties hereby released to pay the aforesaid consideration, I simultaneously represent that there are not any outstanding liens, claims subrogation/trust agreement, recorded or unrecorded, or medical/hospital/workers compensation/social security/government claims or liens (county, state, or federal) or other related bills or invoices as a result of this incident/accident for which the Releasees are or could be responsible/liable therefore, and further represent that any such lien/claim has been previously paid and/or satisfied, or we (the undersigned) represent that same will be paid from the settlement proceeds by my attorney prior to disbursement to me.

8. **CONFIDENTIALITY:** The parties hereby agree that, to the extent permitted by North Carolina law, they will not discuss this Settlement Agreement or the terms contained herein to any third party. This provision does not apply to those individuals to whom legal obligations to report said settlement may exist.

9. **DISMISSAL WITH PREJUDICE:** I have caused the claims in the action hereinabove referred against Releasees to be dismissed with prejudice by proper order of Court or a filed voluntary dismissal, each party to bear their own costs and attorney's fees, and same is intended to be dismissed with prejudice by Plaintiff, which will prohibit the undersigned or my assigns, or successors in interest, or any other person or entity from ever holding the Releasees liable or responsible.

10. **ORIGINALS:** This Settlement Agreement and Release may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.

11. **NO ADMISSION OF LIABILITY:** I understand that this settlement is a compromise of a doubtful and disputed claim, and that payment is not to be construed as an admission of liability or fault on the part of the persons, firms, organizations, entities and corporations hereby released, by whom liability is expressly denied.

This Settlement Agreement and Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Settlement Agreement and Release are contractual and not a mere recital.

WITNESS MY HAND AND SEAL this the 26 day of April, 2015.


STACY SANDERS

SIGNED, SEALED AND DELIVERED in the presence of:

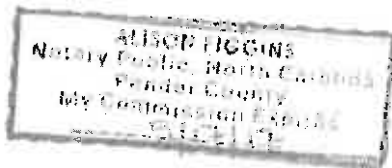

WITNESS


206 N. 4th St, Ste 2, Wilton NC 28401
ADDRESS

STATE OF NORTH CAROLINA
COUNTY OF Pender

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, in the State and County aforesaid, STACY SANDERS to me well known to be the person described in and who executed the foregoing GENERAL RELEASE, and she acknowledged before me and the witness whose signature appears hereinabove that she read and fully understands its contents; that by this instrument STACY SANDERS thereby releases all claims against the Releasees and has agreed to hold harmless and indemnify said Releasees (as set forth hereinabove) and thereupon the said STACY SANDERS duly executed this instrument in my presence as her free act and deed, and for the sole consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pender County, NC on this 26 day of April, 2015.




NOTARY PUBLIC
My commission expires:

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

STACY SANDERS,

Plaintiff,

vs.

NEW HANOVER COUNTY SHERIFF'S
DEPT AND EDWARD J. MCMAHON
SHERIFF

Defendant.

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
FILE NO. 15cvs000508

VOLUNTARY DISMISSAL

TRUE COPY
CLERK OF SUPERIOR COURT
NEW HANOVER COUNTY
BY: *Yvonne M. Heckart*
Deputy Clerk of Superior Court

The Plaintiff hereby dismisses all claims set forth in his Complaint, and dismisses this action with prejudice.

This the 1st day of June, 2015.

FREDRICK J. OWENS



Fredrick J. Owens

Attorney for Stacy Sanders
206 N. Fourth Street, Suite 2
Wilmington, NC 28401
Telephone: (910) 343-8875
Fax: (910) 341-4173
State Bar No. 25445

SETTLEMENT AGREEMENT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, PAGE SHUART (hereinafter referred to as "Releasor"), for and in consideration of the sum of TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$22,500.00) in cash, which is paid on this day, by TRAVELERS INSURANCE COMPANY, on behalf of NEW HANOVER COUNTY DEPARTMENT OF SOCIAL SERVICES AND NEW HANOVER COUNTY, the receipt and sufficiency of which is hereby acknowledged, do hereby release and discharge and by these presents do for myself, and for my heirs, executors, administrators and assigns, release, acquit and forever discharge the NEW HANOVER COUNTY DEPARTMENT OF SOCIAL SERVICES AND NEW HANOVER COUNTY, and their employees, agents, insurers, representatives and assigns, and each of them respectively (hereinafter referred to individually and severally as "Releasees"), from any and all liability now accrued or hereafter to accrue on account of any and all claims, demands, and causes of action which the undersigned now has against the aforesaid Releasees, whether known or unknown, asserted or unasserted, and any and all claims for compensation or benefits, damages, attorneys fees or other sums allegedly due thereunder and, by virtue of these presents, do hereby fully release and forever discharge each of them from any and all actions and causes of action, including, but not limited to, claims, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, variances, trespasses, damages, judgments, executions, medical/hospital expenses, demands, costs, loss of services, loss of earnings and earning potential, loss of consortium, expenses, attorneys' fees, compensation and all consequential damages, damages for emotional distress, or punitive damages for any claims/damages including, but not limited to, those resulting or arising out of my employment with the New Hanover County Department of Social Services and my termination from that employment on or about December 19, 2017 in New Hanover County, North Carolina, and those claims which are the subject of the action previously pending in the North Carolina Office of Administrative Hearings, bearing File No. 18 OSP 0042.

REPRESENTATIONS

And for consideration aforesaid, PAGE SHUART by executing this General Release and Hold Harmless Agreement does hereby represent, covenant and agree as follows:

1. **CONSIDERATION:** That I hereby expressly state that the consideration referred to above is in full payment for this Settlement Agreement and Release. There is no understanding or agreement of any kind for any further or future consideration whatsoever, either implied and/or expected.
2. **VOLUNTARY EXECUTION:** That I have not been influenced or coerced in any manner or to any extent to execute this Settlement Agreement and Release by any representations or statements of the Releasees regarding any matters, and I have voluntarily executed same.

3. **ADVICE OF COUNSEL:** That I have had the benefit and advice of counsel of my own attorney; and that I fully understand the terms of this Settlement and Release; and that I have been advised by my attorney that I am making **full and final** settlement of all claims of every nature and character against the persons, entities, agents or estates hereby released.

4. **FINAL SETTLEMENT:** That I do voluntarily accept the aforesaid sums for the purpose of making a **full and final** compromise, adjustment and settlement of all of our claims against the parties, entities, agents or estates hereby released, past or present, and including any and all claims upon me, by my beneficiaries, spouse, dependents, heirs, children, estate and legal representatives, and all other persons.

5. **FULL UNDERSTANDING:** I hereby declare that I am eighteen (18) years of age or over and that I suffer from no legal disabilities or mental/physical disabilities which would disable me from executing this Settlement Agreement and Release. I further state that I have not taken any drug or medication prior to the execution of this Release which would prevent me from understanding the terms herein.

6. **CAREFUL READING:** I have carefully read the foregoing Settlement Agreement and Release and know and understand the contents thereof and I execute the same as my own free act. This Settlement Agreement and Release has been fully explained to me by my attorney.

7. **DISMISSAL WITH PREJUDICE:** I have caused my claims in the action hereinabove referred against Releasees to be dismissed with prejudice by proper order of Court, each party to bear their own costs and attorney's fees, and same is intended to be dismissed with prejudice by me, as Petitioner, which will prohibit the undersigned or my assigns, or successors in interest, or any other person or entity from ever holding the Releasees liable or responsible.

8. **ORIGINALS:** This Settlement Agreement and Release may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.

9. **NO ADMISSION OF LIABILITY:** I understand that this settlement is a compromise of a doubtful and disputed claim, and that payment is not to be construed as an admission of liability on the part of the persons, firms, organizations, entities and corporations hereby released, by whom liability is expressly denied.

This Settlement Agreement and Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Settlement Agreement and Release are contractual and not a mere recital.

WITNESS MY HAND AND SEAL this the 19th ^{June}~~May~~ day of ~~May~~, 2018.

Page Shuart

PAGE SHUART

(SEAL)

SIGNED, SEALED AND DELIVERED in the presence of:

Justin Humphries

WITNESS

1904 Eastwood Rd, Unit 310A Wilmington, NC 28403

ADDRESS

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, in the State and County aforesaid, PAGE SHUART to me well known to be the person described in and who executed the foregoing SETTLEMENT AGREEMENT AND RELEASE, and she acknowledged before me and the witness whose signature appears hereinabove that she read and fully understands its contents; that by this instrument PAGE SHUART thereby releases all claims against the Releasees (as set forth hereinabove) and thereupon the said PAGE SHUART duly executed this instrument in my presence as her free act and deed, and for the sole consideration therein expressed.

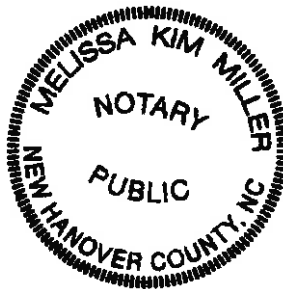
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at New Hanover County, North Carolina on this 19 day of ~~May~~, 2018.

June

Melissa Kim Miller
NOTARY PUBLIC *Melissa Kim Miller*

My Commission expires:

01 | 19 | 2022



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STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

IN THE OFFICE OF
ADMINISTRATIVE HEARINGS
18 OSP 00442

<p>Page Shuart Petitioner,</p> <p>v.</p> <p>New Hanover County Department of Social Services Respondent.</p>	<p>ORDER OF CLOSURE</p>
--	--------------------------------

Petitioner has filed a Voluntary Dismissal in the above-captioned matter with prejudice. Therefore, no further proceedings are needed or required to resolve the contested case captioned above, and this contested case is **CLOSED**.

This the 20th day of June, 2018.



J Randolph Ward
Administrative Law Judge

CERTIFICATE OF SERVICE

The undersigned certifies that, on the date shown below, the Office of Administrative Hearings sent the foregoing document to the persons named below at the addresses shown below, by electronic service as defined in 26 NCAC 03 .0501(4), or by placing a copy thereof, enclosed in a wrapper addressed to the person to be served, into the custody of the North Carolina Mail Service Center who subsequently will place the foregoing document into an official depository of the United States Postal Service:

Scott C Hart
Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.
shart@nclawyers.com
Attorney For Respondent

Justin K Humphries
The Humphries Law Firm P.C.
justin@humphriesfirm.law
Attorney For Petitioner

This the 20th day of June, 2018.



Jerrod Godwin
Administrative Law Judge Assistant
N. C. Office of Administrative Hearings
6714 Mail Service Center
Raleigh NC 27699-6700
Phone: 919-431-3000

SETTLEMENT AGREEMENT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, MAURICE WHITFIELD (hereinafter referred to as "Releasor"), for and in consideration of the sum of EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000) in cash, which is paid on this day, by TRAVELERS INSURANCE COMPANY, the receipt and sufficiency of which is hereby acknowledged, do hereby release and discharge and by these presents do for myself, and for my heirs, executors, administrators and assigns, release, acquit and forever discharge Sheriff Ed McMahon, Giovanni Bianchi, James R. Hill, III, Matthew W. Tucker, Dennis G. Kudro, Demetrius Jordan, New Hanover County and the Office of the Sheriff of New Hanover County, and their employees, agents, supervisors, insurers, subordinates, commissioners, representatives and assigns (hereinafter referred to individually and severally as "Releasees"), from any and all liability now accrued or hereafter to accrue on account of any and all claims, demands, and causes of action which the undersigned now has against the aforesaid Releasees, whether known or unknown, asserted or unasserted, and any and all claims for compensation or benefits, damages, attorneys' fees or other sums allegedly due thereunder and, by virtue of these presents, do hereby fully release and forever discharge each of them from any and all actions and causes of action, including, but not limited to, claims, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, variances, trespasses, damages, judgments, executions, medical/hospital expenses, demands, costs, loss of services, loss of earnings and earning potential, expenses, attorneys' fees, compensation and all consequential damages, damages for emotional distress, or punitive damages for any claims/damages arising out of the alleged assault on or about September 2, 2016 in the New Hanover County Detention Center in New Hanover County, North Carolina, and those claims which are the subject of the action currently pending in the United States District Court, Eastern District of North Carolina, bearing File No. 5:17-ct-3180-D.

REPRESENTATIONS

And for consideration aforesaid, MAURICE WHITFIELD by executing this General Release and Hold Harmless Agreement does hereby represent, covenant and agree as follows:

1. **CONSIDERATION:** That I hereby expressly state that the consideration referred to above is in full payment for this Settlement Agreement and Release. There is no understanding or agreement of any kind for any further or future consideration whatsoever, either implied and/or expected.
2. **VOLUNTARY EXECUTION:** That I have not been influenced or coerced in any manner or to any extent to execute this Settlement Agreement and Release by any representations or statements of the Releasees regarding any matters, and I have voluntarily executed same.

3. **FINAL SETTLEMENT:** That I do voluntarily accept the aforesaid sums for the purpose of making a **full and final** compromise, adjustment and settlement of all of my claims against the parties, entities, agents or estates hereby released, past or present, and including any and all claims upon me, by my beneficiaries, spouse, dependents, heirs, children, estate and legal representatives, and all other persons.

4. **FULL UNDERSTANDING:** I hereby declare that I am eighteen (18) years of age or over and that I suffer from no legal disabilities or mental/physical disabilities which would disable me from executing this Settlement Agreement and Release. I further state that I have not taken any drug or medication prior to the execution of this Release which would prevent me from understanding the terms herein.

5. **CAREFUL READING:** I have carefully read the foregoing Settlement Agreement and Release and know and understand the contents thereof and I execute the same as my own free act. This Settlement Agreement and Release has been fully explained to me by my attorney.

8. **DISMISSAL WITH PREJUDICE:** By signing this release, I authorize and direct my attorneys to file a voluntary dismissal with prejudice of my claims in the action hereinabove referred against Releasees, each party to bear their own costs and attorney's fees, and same is intended to be dismissed with prejudice by me, as Petitioner, which will prohibit the undersigned or my assigns, or successors in interest, or any other person or entity from ever holding the Releasees liable or responsible.

9. **ORIGINALS:** This Settlement Agreement and Release may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.

10. **NO ADMISSION OF LIABILITY:** I understand that this settlement is a compromise of a doubtful and disputed claim, and that payment is not to be construed as an admission of liability on the part of the persons, firms, organizations, entities and corporations hereby released, by whom liability is expressly denied.

This Settlement Agreement and Release contains the **ENTIRE AGREEMENT** between the parties hereto, and the terms of this Settlement Agreement and Release are contractual and not a mere recital.

WITNESS MY HAND AND SEAL this the 17 day of OCT^r, 2018.

Maurice Whitfield (SEAL)
MAURICE WHITFIELD

SIGNED, SEALED AND DELIVERED in the presence of:

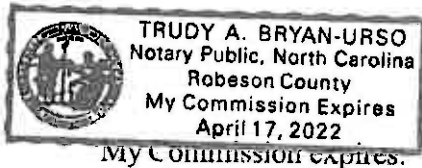
Doris Johnson
WITNESS

4600 Fox Swamp Hwy Tabor City 28463
ADDRESS

STATE OF NORTH CAROLINA
COUNTY OF Columbus

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, in the State and County aforesaid, MAURICE WHITFIELD to me well known to be the person described in and who executed the foregoing SETTLEMENT AGREEMENT AND RELEASE, and he acknowledged before me and the witness whose signature appears hereinabove that he read and fully understands its contents; that by this instrument MAURICE WHITFIELD thereby releases all claims against the Releasees (as set forth hereinabove) and thereupon the said MAURICE WHITFIELD duly executed this instrument in my presence as his free act and deed, and for the sole consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus County, North Carolina on this 17 day of October, 2018.



My Commission expires.

Trudy A. Bryan-Urso
NOTARY PUBLIC

April 17, 2022

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
No. 5:17-CT-3180-D

MAURICE WHITFIELD,)
)
Plaintiff,)
)
v.)
)
DEPUTY JORDAN, et al.)
)
Defendants.)

JOINT STIPULATION
OF DISMISSAL

Plaintiff Maurice Whitfield, through undersigned counsel, and Defendants Deputy Jordan, D. Kudro, M. Tucker, Officer Bianchi, and Officer Hill, through undersigned counsel, hereby jointly stipulate to the dismissal of this action with prejudice in accordance with Rule 41(a)(1)(A)(ii), with each party to bear its own costs.

RESPECTFULLY SUBMITTED, this the 26th day of October, 2018.

/s/ Laura K. Greene
Laura K. Greene
N.C. State Bar. No. 47771
Attorneys for Plaintiff
Rountree Losee LLP
Post Office Box 1409
Wilmington, NC 28402-1409
Telephone: (910) 763-3404
Fax: (910) 763-0080
Email: kgreene@routtreelosee.com

/s/ Scott C. Hart

Scott C. Hart

N.C. State Bar No. 19060

Attorneys for Defendants Kudro, Hill

Bianchi, and Tucker

Sumrell, Sugg, Carmichael, Hicks & Hart,
P.A.

Post Office Drawer 889

New Bern, NC 28563

Telephone: (252) 633-3131

Fax: (252) 633-3507

Email: shart@nclawyers.com

/s/ Devlin K. Horton

Devlin K. Horton

N.C. State Bar No. 47815

Attorneys for Defendant Jordan

Hedrick Gardner Kincheloe & Garofalo, LLP

300 N. Third Street, Suite 420

Wilmington, NC 28401

Telephone: (910) 679-4801

Fax: (252) 412-4122

Email: dhorton@hedrickgardner.com

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Joint Stipulation of Dismissal was served upon all counsel of record using the CM/ECF system and by depositing a copy of the same in an official depository of the United States mail in a postage-paid envelope addressed as follows:

Maurice Whitfield, ID: 0966095
Tabor Correctional Institute
P.O. Box 730
Tabor City, NC 28463

And that is was filed via CM/ECF, which will provide a copy to:

Scott C. Hart
Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.
Post Office Drawer 889
New Bern, NC 28563

Jeffrey H. Blackwell
Devlin Horton
Hedrick, Gardner, Kincheloe & Garofalo, LLP
300 N. 3rd St., Suite 420
Wilmington, NC 28401
Attorneys for Defendants

This the 26th day of October, 2018.

/s/ Laura K. Greene
Laura K. Greene
N.C. State Bar. No. 47771
Attorneys for Plaintiff
Rountree Losee LLP
Post Office Box 1409
Wilmington, NC 28402-1409
Telephone: (910) 763-3404
Fax: (910) 763-0080
Email: kgreene@routtreelosee.com